



United States
Department of
Agriculture

Agricultural
Marketing
Service

STOP 0253-Room 2610-South
1400 Independence Avenue, S.W.
Washington, DC 20250-0253

ANNOUNCEMENT LS-119

FEBRUARY 2005

**PURCHASE OF BISON PRODUCTS FOR
DISTRIBUTION TO PARTICIPANTS IN THE FOOD DISTRIBUTION
PROGRAM FOR INDIANS ON RESERVATIONS**

I. GENERAL

- A. The United States Department of Agriculture (USDA) will periodically issue Invitations under this Announcement for offers to sell to USDA bison products as described in the attached References to Applicable Bid and Contract Provisions (Exhibit A). This Announcement is issued for Native American bison producers as well as producer-owned cooperatives (offeror) to provide bison products for distribution to participants in the Food Distribution Program for Indians on Reservation (FDPIR). USDA is authorized to conduct this purchase under Title IV, Public Law 108-447, "The Consolidation Appropriations Act 2005" (Act). The Act states in part:

"...funds...not to exceed \$4,000,000 shall be used to purchase bison meat for the FDPIR from Native American bison producers as well as from producer-owned cooperatives of bison ranchers..."

For the purpose of purchases under this Announcement, a producer-owned cooperative is defined as any association in which bison producers act together in the slaughter, processing, packaging, and/or marketing of bison meat products.

Bison products will be purchased on a competitive bid basis from suppliers who have met the requirements described in Section I.D.5. Interested suppliers may submit a technical proposal at any time during this purchase program. Suppliers should allow 10 working days from receipt of the technical proposal by USDA for notification of the results of the evaluation of the technical proposal from the Contracting Officer. Following notification of acceptance of the technical proposal(s), a supplier will be contacted for a pre-award supplier assessment audit as outlined in Section I.D.5. A supplier is deemed eligible to bid after notification by the Contracting Officer.

Submission of a technical proposal is not binding on USDA. Actual purchases will be on a competitive bid basis as described in this Announcement and separately issued Invitations. The Invitations will specify the product type(s), offer date, the closing time for receipt of bids, the shipping period, the destinations with any transportation restrictions, and any other provisions applicable to the proposed procurement, which are in addition to or different from those set forth herein (see Exhibit B for an example of an Invitation). Bids solicited under this Announcement and applicable Invitations are for delivery of products to USDA on an f.o.b. destination or f.a.s. vessel basis only.

Additional bid and contract provisions are included in the Annual Certifications, Representations, and Warranties (Appendix 1) and the General Terms and Conditions for the Procurement of Agricultural Commodities or Services, Revision 2, dated November 1984, and Amendments 1, 2, 3, and 4 dated October 1990, November 1990, August 1989, and March 1990, respectively, hereinafter referred to as USDA-1.

- B. Offerors are cautioned to carefully read this Announcement, Appendix 1, USDA-1, Invitations, specifications as described in Exhibit A, and applicable instructions of the Agricultural Marketing Services' (AMS), Meat Grading and Certification (MGC) and Audit, Review, and Compliance (ARC) Branches. Failure to do so will be at the Offeror's risk. These documents are incorporated by reference into the contract (see Section IV. of this Announcement). Offerors are cautioned that statements made by persons other than the Contracting Officer, written or implied, are not binding on the Government unless confirmed in writing by the Contracting Officer.

C. Offer Prices and Evidence of Delivery

Offer prices must be quoted and delivery of product must be on the basis of f.o.b. mechanically refrigerated cars or trucks at destinations or f.a.s. vessel basis as specified in the applicable Invitation. Certain destinations require delivery by TRUCK ONLY or RAIL ONLY and will be so identified in the Invitation. All products whether shipped by truck, rail, or piggyback must be palletized and stretchwrapped in accordance with instructions contained in the IMPS General Requirements unless the Invitation and subsequent contract specifies "NO PALLETS." Contractors may arrange for pallet exchange with consignee; however, USDA is in no way responsible for such arrangements. Destinations not participating in a pallet exchange program will be noted on Invitations. Offers submitted on a basis other than f.o.b. destination or f.a.s. vessel will be rejected as nonresponsive.

When notified of shipments, consignees may request upgrading of delivery services; for example, delivery within the consignee's premises or to a specific room within a building. Such delivery terms are beyond USDA contractual requirements. Any negotiations to upgrade services are between contractor and consignee and any additional charges for special delivery terms are between the consignee and the contractor. Any charges invoiced to USDA for additional delivery services will be denied.

When making deliveries to more than one destination from the same railcar, the quantities required at each stop must be placed in separate compartments under seal. Each railcar compartment must be stacked in a manner that will preclude containers from shifting while in transit.

Contracts for all bison products purchased under this Announcement will be awarded on an f.o.b. destination or f.a.s. vessel basis with inspection and acceptance at origin. If transportation is provided by common carrier, the contractor must furnish, in support of the contractor's invoice, a copy of the signed commercial bill of lading indicating the carrier's receipt of the product covered by the invoice for transportation to the destination specified in the contract. If transportation is provided by other than common carrier, the contractor must attach to the contractor's invoice a receipted copy of the appropriate delivery document evidencing date of delivery and quantity received at the destination specified in the contract.

D. Responsibility of Offeror

1. Annual Certifications, Representations, and Warranties

An offeror intending to submit bids must complete Annual Certifications, Representations, and Warranties in Appendix-1 and return it to the Contracting Officer at the mailing address listed in Section II.A. of this Announcement prior to the submission of its initial bid. An officer of the company must sign the Appendix-1. If there are any changes or revisions to Appendix-1, offeror must submit an updated Appendix-1 to the Contracting Officer or submit corrections or revisions prior to bid submission. **In addition to the certifications submitted under Appendix-1, Contractor must complete the Online Representations and Certifications (ORCA) located at the following web address: <http://orca.bpn.gov/login.aspx>.**

2. Standard Form 129--Solicitation Mailing List Application

An offeror intending to submit bids, must also complete a Solicitation Mailing List Application (SF-129) and return it to the Contracting Officer at the mailing address listed in Section II.A. of this Announcement prior to the submission of its initial bid.

All items (except Item 18) of the SF-129 must be completed (see Exhibit C). Offeror must also include the following information for Items 4, 8, 10, 14, 16B, 19, and 20:

- | | |
|------------------|--|
| Items 4 and 8: | Establishment number for facility operating under the Federal Voluntary Exotic Animal Inspection Program of the Food and Safety Inspection Service (FSIS) and employer's identification number. |
| Item 8: | Identify all affiliates of offeror (applicant as shown in 4) by providing full name, main office address, and employer's identification number and Tax Payer Identification Number (TIN) of the affiliates. An "affiliate" is defined on the back of the SF-129. |
| Item 10: | The products purchased by USDA which the offeror is interested in supplying, weekly volume of production, capacity, and percent of capacity available for USDA contracts. Attach separate list if additional space is needed. |
| Item 14 | Company's TIN |
| Item 16B: | Identify the freezer or warehouse to be used and its storage capacity. |
| Items 19 and 20: | Must be an officer of the company. |

Offeror must certify with each bid to the accuracy of the current SF-129 and Appendix-1 on file with the Contracting Officer.

3. Responsibility

A firm submitting an offer under this Announcement must meet the Federal standards for responsibility contained in Title 48 C.F.R. Subpart 9.1, USDA-1, this Announcement, and applicable Invitations. A determination of the responsibility contained in Title 48 C.F.R. Subpart 9.1 must be made prior to a firm submitting a technical proposal. Facilities used in fulfilling USDA contracts must be operating under the provisions of the Voluntary Exotic Animal Inspection Program of the FSIS contained in Title 9 C.F.R. Subpart 352. The firm must also be approved under an AMS pre-award supplier capability assessment audit prior to submitting an offer under this Announcement. Firms must also comply with the provisions of FSIS Final Rule for Pathogen Reduction; Hazard Analysis and Critical Control (HACCP) Systems.

Offeror must ensure that all products offered for USDA purchases are in compliance with applicable contract and specification requirements. Offeror shall authorize the Contracting Officer's Technical Representative (COTR) and other authorized AMS agents unrestricted access to all records that pertain to USDA contracts.

Contractor must be registered under the Central Contractor Registry (CCR) System as prescribed in Title 48 C.F.R. Subpart 4.1104 and will so certify in Appendix-1 on file with the Contracting Officer.

Offeror must meet or contract with a manufacturer as defined below:

Manufacturer, means a person that owns, operates, or maintains a factory or establishment that produces on the premises the supplies required under the contract and of the general character described by the specification.

4. Food Security Requirements

The contractor and all subcontractors must have a documented and operational food security plan that provides for the security of a plant's production processes, which includes the storage and transportation of finished product after production. The plan shall address the following areas: 1) food security plan management, 2) outside and inside security of the production and storage facilities, 3) slaughter and processing including all raw material sources, 4) shipping and receiving, 5) storage, 6) water and ice supply, 7) mail handling, 8) personnel security, and 9) controlled access to production and storage areas. The plan will be audited by the AMS, ARC Branch (see Section I.5.). See FSIS Security Guidelines for Food Processors at the following web address: <http://www.fsis.usda.gov/OA/topics/SecurityGuide.pdf> and information for "The Transportation and Distribution of Meat, Poultry, and Egg Products" is located at the following website: <http://www.fsis.usda.gov/OA/topics/TransportGuide.htm>.

5. Documentation and Assessment Requirements

To become an eligible supplier, the following must be submitted to the Contracting Officer at Agricultural Marketing Service, U.S. Department of Agriculture, Stop 0253, Room 2610-South Building, 1400 Independence Avenue, SW., Washington, D.C. 20250-0253, for evaluation and approval prior to bidding:

a. Technical Proposal Requirement:

- 1) Include a detailed description of the bison item offered and each of the production steps that are taken to meet or exceed the minimum product requirements set forth in the applicable TDS-BIS or TDS-BUF. (Plan/Do)
- 2) Describe all the quality assurance methods used to verify conformance to all requirements. This will include the monitoring and measurements taken during the process to verify conformance with each requirement. All measurement results shall be recorded and made available to AMS. (Check)
- 3) Identify all corrective actions to be taken if deviations from contractual and specification requirements occur during production, and all preventative actions to be taken to preclude a reoccurrence. (Act)
- 4) The technical proposal shall follow the format as described in Section II. E., Technical Proposal format. Offeror's proposal should be brief and concise.
- 5) The technical proposal shall be preceded by the following, as required by the template:
 - a) Table of Contents listing the major areas as they appear in the technical proposal template; and
 - b) List of attachments: forms provided with the proposal, if appropriate.
- 6) The technical proposal should be written in the following format:
 - a) Plan and Do - A description of the planning and production steps taken to meet each requirement.
 - b) Check - Describes all the quality assurance methods that will be used to verify conformance to each requirement. This will include the monitoring and measurements taken during the process (all measurement results shall be recorded and made available to AMS upon request).
 - c) Act - Identifies all corrective actions to be taken if deviations from contractual and specification requirements occur during production and all preventative actions taken to preclude reoccurrences.

The COTR will review each technical proposal to determine if the proposal is adequate. The Contracting Officer will notify the supplier of the status of their technical proposal.

Once a supplier is notified by the Contracting Officer that the technical proposal meets the applicable criteria, the ARC Branch will contact the supplier to set up a supplier pre-award onsite capability assessment.

b. Assessment by the ARC Branch

After the technical proposal(s) is evaluated and approved, an ARC Branch auditor will perform an onsite assessment of the facilities, processes, food security plan, and quality control program used to produce the product(s) to determine the supplier's ability to meet contractual requirements. The following assessments will apply:

1) Pre-Award Onsite Capability Assessment

The pre-award onsite assessment (audit) will include, but is not limited to, a thorough evaluation of the potential contractors' and subcontractors' facilities, processes, food security plan, quality control program, equipment, procedures, and the appropriate documents and forms used during the production of the

bison item. Documentation must support: 1) the production of the bison item that complies with the applicable TDS-BIS or TDS-BUF, as specified in the invitation, and the potential contractor's approved technical proposal, and 2) the contractor or subcontractor's food security plan. In addition, the audit will consist of the review of records related to purchasing, receiving, production, quality control, inventory and shipping records, and interviews with management and production personnel.

Upon completion of the onsite capability assessment, the auditor will provide a report to the Contracting Officer for final review. After the supplier has satisfactorily completed the pre-award onsite capability assessment, the supplier will receive written notification from the Contracting Officer of their eligibility to bid.

If the report demonstrates that the process or food security plan is inadequate, the applicant will be notified by the Contracting Officer that they are ineligible to bid. The applicant will have an opportunity to correct identified deficiencies, modify their processes, food security plan, and/or technical proposal, and resubmit for further consideration. Eligibility will depend on whether the modifications demonstrate that 1) the process is capable of delivering frozen bison products in compliance with the applicable TDS-BIS or TDS-BUF, as specified in the invitation, 2) they are in compliance with their food security plan, 3) includes the applicable assessment by USDA, and 4) they comply with other applicable contractual requirements.

2) Post-Award Assessment

Eligible suppliers who receive contracts must have their documented food security plan, technical proposals, and supporting documentation readily available for review by the COTR or AMS agents. Records may be maintained on hard copy or electronic media. However, records maintained as electronic media will be made available in printed form immediately upon request by AMS or its agents.

The ARC Branch will conduct an onsite audit of the contractor's and subcontractor's facilities and processes when production commences for the first contract awarded. Additional audits will be conducted as determined by the Contracting Officer, but not less than one per month for contractors or subcontractors with continuous or multiple contracts, or once per contract for intermittent contractors. At the discretion of the Contracting Officer, more frequent audits may be conducted when audit deficiencies are detected.

3) Post-Award Actions

Any deviation from contractual requirements will be immediately reported by the contractor to the Contracting Officer. The Contracting Officer will notify the contractor regarding eligibility to continue to participate as a contractor.

Contractor will assure that the delivered product complies with the provisions of the applicable TDS-BIS or TDS-BUF, as specified in the invitation, the applicable assessment by USDA, and the contractor's technical proposal approved by the Contracting Officer.

6. Responsibility of Subcontractors/Suppliers

Contractor shall include, and the subcontractor must meet, the responsibility terms in the above paragraph D.3. of this section in every subcontract for supplies or services used by the contractor in fulfilling USDA contracts, either directly or indirectly, and obtain certification of responsibility, as described in Appendix 1 to Announcement LS-119 from any subcontractors and suppliers.

Contractors shall include, and the subcontractor must comply with, the domestic products clause in paragraph I.F. of this section for all subcontracts for bison or bison products used in fulfilling any contracts under this Announcement. All shipping containers for raw materials must be labeled as "Domestic Only Product" on the principle display panel and invoices or bill of lading from the raw material supplier must indicate "Domestic Only Product."

Subcontractors or suppliers of bison products are (1) ineligible if they are currently delivering late on USDA contracts, or USDA-approved subcontracts and late delivery is not due to causes beyond their control; and (2) nonresponsible if they are not operating under the provisions of the FSIS Voluntary Exotic Animal Inspection Program or have been suspended or debarred under the provisions of 48 C.F.R. Subpart 9.4.

7. Past Performance

The offeror must certify to timely performance on current contracts and subcontracts in **Item 4** of the Certification Section under the Domestic Electronic Bid Entry System (DEBES) offer. (see Exhibit D). A determination that any past or current late performance was beyond the control or negligence of the contractor or the contractor's subcontractor **must be made by the Contracting Officer prior to bid opening**. An offeror will be deemed nonresponsible if the offeror **or any of its affiliates or subcontractors** are delivering late on other contracts or subcontracts with USDA and the late delivery is not due to causes beyond the contractor's or the contractor's subcontractor's control. This provision, as it pertains to small business, is a deviation from 48 C.F.R. Subpart 19.6.

A false certification may result in rejection of the offer, suspension and debarment by USDA, termination of the contract, liability for damages under the provisions of USDA-1, or criminal prosecution.

Offerors are cautioned NOT to BID on product quantities exceeding a level that the offeror can reasonably expect to deliver in accordance with the contract schedule. On-time delivery is imperative because this product is used in school lunch and other USDA Federal food and nutrition programs. Late deliveries cause serious and substantial damages to USDA and to recipient agencies, some of which cannot be compensated for by liquidated damages.

Contractors shipping late on contract(s) must immediately notify the Contracting Officer of late shipments. If the contractor intends to request an extension due to causes beyond the control or negligence of the contractor, such notice must be made to the Contracting Officer 3 business days in advance of a bid opening in which the contractor wants to bid. Notification and request for extension must include: (1) documentary evidence of causes beyond contractor's control for each day requested, (2) a production report of completed and/or expected production, including pounds and dates, and (3) actual shipment dates by Notice to Deliver (N/D) numbers (see Article 68 of USDA-1).

E. Buy American Certification

End products furnished must be of domestic origin as defined in Section I.F below. This provision is a deviation from 48 C.F.R. Part 25 and for the purposes of this Announcement supersedes Article 49 of USDA-1.

F. Domestic Products

All bison or bison meat used in fulfilling contracts awarded under Announcement LS-119 must be produced in the United States. United States produced (hereafter referred to as U.S.-produced) bison means manufactured from bison raised in the United States, its territories, possessions, Puerto Rico, or the Trust Territories of the Pacific Islands (hereinafter referred to as the United States). U.S.-produced does not include imported bison or bison imported for direct slaughter. If any fresh or frozen bison products originating from sources other than the United States are processed or handled, the contractor will develop and maintain an identification and record system for these products to ensure they are segregated and not used to fulfill contracts awarded under this Announcement. Such segregation plan must be audited by the ARC Branch and made available to the ARC Branch agent. The contractor will maintain records including, but not limited to, invoices, production and inventory records evidencing product origin, and will make such records available for review by the Government in accordance with Article 76 of USDA-1.

The contractor agrees to include this domestic origin certification clause in its entirety in all subcontracts for fresh and frozen bison products used in fulfilling any contracts awarded under this Announcement and obtain certification from each meat subcontractor that (1) the subcontractor will deliver only meat or meat products originating from U.S.-produced livestock as defined herein; and (2) all raw materials will be shipped in containers labeled as "Domestic Only Product" on the principle display panel and the bill of lading accompanying the shipment will contain the statement "Domestic Only Product."

Other minor ingredients, e.g., seasonings, must comply with Article 49 of USDA-1.

G. Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity

1. If the Government receives information that a contractor or a person acting for the contractor has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (P.L. 104-106), the Government may:
 - a. Cancel the solicitation, if the contract has not yet been awarded or issued; or

b. Rescind the contract with respect to which:

- 1) The contractor or someone acting for the contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either (a) exchanging the information covered by such subsections for anything of value; or (b) obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
 - 2) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the contractor or someone acting for the contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.
2. If the Government rescinds the contract under paragraph 1 of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
 3. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

E. Service of Protest

1. Protests, as defined in 48 C.F.R. part 33.101, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be deemed served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer designated in Section II.A.
2. A copy of any protest must be received by the Contracting Officer at the FAX or mailing address listed in Section II.A. within 1 business day of filing a protest with the GAO.

II. SUBMISSION OF OFFERS

A. Where and How To Submit Offers

1. Electronic Submission of Offers

All Offers must be submitted electronically by accessing the DEBES. Browser requirements for DEBES for electronic bidding are described in Attachment I. An offeror must request and receive a DEBES logon ID in order to access the website (see Attachment II for the form to request a logon ID). Only suppliers deemed responsible by the Contracting Officer will receive a DEBES logon ID.

The DEBES system will generally be available all day Saturday until 9:00 p.m. Central Time, and on Sundays from 8:30 a.m. until 3:30 p.m. Central Time. System availability may at times be subject to interruptions in service due to unscheduled maintenance.

Access the DEBES website at:

<https://pcsd.usda.gov:3077/mdbc1000.exe?>

Once connected to DEBES, follow the online procedures. Click on the “Help” button for detailed instructions on using the system or call (202) 720-2650 for assistance.

AMS will not be responsible for any failure attributed to the transmission of the bid data prior to being accepted and stored on our web server including, but not limited, to the following:

- a. Any failure of the offeror's computer hardware or software;
- b. Availability of your Internet service provider;
- c. Delay in transmission due to the speed of your modem; or
- d. Delay in transmission due to excessive volume of Internet traffic.

If an offeror's Internet Service Provider (ISP) is not available, an offeror may submit a bid via facsimile (FAX). If an offeror plans to submit a bid via FAX, offeror **MUST** contact the Contracting Officer for approval prior to faxing offers.

Note: Exhibits D and E provide an example of how offers may be submitted by fax.

- e. Facilities for receiving offers by FAX are as follows:

FAX 202-720-0949 (24 Hours)

- f. Verification: **USDA-AMS-LS-CP Branch**

(202) 720-2650 (6:30 a.m. - 4:00 p.m., Central time, Monday - Friday)

Faxed offers, modifications, or withdrawals of offers must be addressed as follows:

Contracting Officer
Livestock and Seed Program
Agricultural Marketing Service
U.S. Department of Agriculture
Stop 0253, Room 2610-South Building
1400 Independence Avenue, SW
Washington, D.C. 20250-0253

B. Where and When to Submit Offers

Offers, modifications, or withdrawals of offers must be submitted to the Contracting Officer, Livestock and Seed Program, Agricultural Marketing Service (AMS), U.S. Department of Agriculture, Washington, D.C.

Offers, modifications, or withdrawals of offers under this Announcement must be received in the **DEBES Lockbox or, if authorized by the Contracting Officer, faxed to the AMS, LS, CP Branch not later than 1:30 p.m., Central Time**, on the date specified in the Invitation.

Invitations will be issued by FAX and be available electronically through the USDA, AMS Commodity Procurement Home Page and posted on the DEBES Internet site. If the planned bid date or the Invitation falls on a nonworkday for USDA employees in the District of Columbia, offers, modifications, or withdrawals must be received by **1:30 p.m., Central Time** on the next succeeding business day. Whether an offer, modification, or withdrawal is received within the time limitation will be determined by the last submission time recorded in DEBES or electronically captured at the AMS, LS, CP Branch in the event the offer is faxed.

Note: Once AMS has established an external portal site, invitations will no longer be sent by

FAX, unless requested by supplier or USDA is experiencing technical difficulties at the portal site. Eligible suppliers will be granted access to the site and can subscribe to the appropriate folder(s). USDA will notify suppliers through a Notice to the Trade.

C. Shipping Periods

Planned shipping periods by Invitation are identified in Exhibit F. USDA may change this schedule or cease purchases depending on market conditions or funding considerations. Contracts will be awarded on a shipping period basis. The shipping period will be a specific period identified with each Invitation issued under this Announcement. Bidders are cautioned to refer to the applicable Invitation prior to bidding.

D. Purchase Units

The purchase unit size is 40,000 pounds of the specific product. The quantity offered on bids must be in purchase unit increments. An offeror may bid the entire quantity on the Invitation or a greater amount, but not less than one unit (e.g., 40,000 pounds). Only one offer price may be quoted to any delivery point listed from each shipping point, including combined destinations bracketed as one line item. Offerors may rearrange the destination sequence on these combined delivery units.

E. What to Submit

Electronic Bid:

An offer must include each of the following items:

Section 1--General

1. Name, phone number, and complete address and zip code of offeror (include both street and mailing address if different).
2. Identify submission as a bid.
STATE: Bid--ANNOUNCEMENT LS-119, Invitation No._.
3. Name and street address including zip code of (a) final processing point and (b) shipping point.

Section 2--Offer Form

1. Item number listed on applicable Invitation, destination, and price per pound delivered to specific destination, segregated by product type if more than one is requested.

Notes: For bids other than electronic, offerors may, at their own risk, exclude name of destination. Errors in item number(s) will not be apparent to Contracting Officer.

Quote only one delivered price per pound for each destination or multiple destinations listed as one item number. If more than one price per item is quoted, the line item will be ruled nonresponsive.

Estimated number of purchase units by destination will be listed on the Invitation. The offeror must not indicate the number of purchase units by destination. USDA may adjust the quantities listed on the Invitation based on offerings, market conditions, and/or program requirements.

Transportation restrictions will be shown on the Invitations.

The offeror may submit offers for as many destinations as desired. The maximum quantity to be awarded is determined by the constraints quoted in Section 3, Constraints of the bid.

Offer prices may be quoted up to four places to the right of the decimal point. **If other than four places, any digit past the fourth will automatically be dropped.**

Section 3--Constraints

1. State maximum quantity of each commodity type (if applicable) to be awarded and/or maximum quantity overall for Invitation (if applicable), both in number of purchase units and equivalent net pounds for shipment to required destinations between (date) and (date) .

Notes: If offering for more than one processing point, be sure to indicate the number of units offered for each commodity type and/or maximum quantity overall for each processing point. Maximum quantity offered may be greater than demand shown on the Invitation.

Total maximum quantity overall for specific product types or Invitation is optional. If total overall is not quoted, AMS may award up to the maximum for each type.

State the applicable shipping period(s) associated with the Invitation.

Section 4--Certifications

1. For this bid, your company is designated as: (choose one)

- ☐ Large Business
- ☐ Large Minority Business
- ☐ Large Woman-Owned Business
- ☐ Large Woman-Owned Minority Business
- ☐ Small Business
- ☐ Small Minority Business
- ☐ Small Disadvantaged "Not 8A"
- ☐ Small Woman-Owned Minority
- ☐ Small Woman-Owned "Not 8A"
- ☐ "8a" Small Woman-Owned
- ☐ "8a" Small Disadvantaged

NOTE: For bids submitted electronically, if default designation is incorrect, please choose correct designation and notify Contracting Officer.

2. By submitting this bid, Offeror certifies it HAS read and DOES agree to the terms of LS-119; Appendix-1; Inv. ____; Exhibit A, dated February 2005; IMPS General Requirements; Contractor's Technical Proposal approved by the Contracting Officer; AMS audit team's initial report; USDA-1, Rev. 2, and Amds. 1, 2, 3, and 4 (both boxes must be selected).
 - ☐ HAS
 - ☐ DOES
3. a. Annual Representations, Certifications, and Warranties (Appendix 1) submitted to the Contracting Officer are current, accurate, and complete. Submitted to Contracting Officer (mm/dd/yyyy): _____.

b. If Appendix HAS been amended, enter date amended: _____ or N/A.
4. Offeror certifies that the company has completed the Online Representations and Certifications Application (ORCA) on (mm/dd/yyyy): _____.
5. Offeror certifies that the SF-129 on file with the Contracting Officer is accurate and part of this offer.
 - ☐ Does
 - ☐ Does Not
6. All product required under any existing USDA contract(s) or subcontract(s) with a Not-Later Than (NLT) date prior to this bid opening HAS been shipped?
 - ☐ Has
 - ☐ Has Not
 - ☐ Has Not, But Has Notified C/O
 - ☐ No Existing Contracts
7. By submitting this bid, offeror certifies that all product conforms with the applicable TDS-BIS, dated March 2004, or TDS-BUF, dated May 2003 and no changes to the production process or technical proposal have occurred without proper approval by the Contracting Officer.
 - ☐ Does
8. Show name, title, fax number, and phone number of person submitting this bid (must be an authorized company representative).

Technical Proposal:

The following procedures establish the acceptable minimum requirements for the format and content of the proposals:

1. The Government has provided a technical proposal format which is to be used in preparing the technical proposal (see Exhibit G). The offeror shall submit technical proposals in both hard copies and an electronic format either on disk (3.5" diskette or CD) or e-mail. The technical proposal shall be saved in the portable document file (PDF) format. This format and electronic form provided will aid in the evaluation of the technical proposal.
2. Offers must submit diskettes or CDs in sealed disk mailers that have been signed by the same individual that signed the original paper copy of the technical proposal. Offerors submitting the electronic PDF format by e-mail must have it sent by the same individual that signed the original paper copy of the technical proposal. By signing both the technical proposal and disk mailer, this individual will be attesting to the data in both formats being identical. The seals on this information will be broken by the Contracting Officer only. The technical proposal must be submitted by an authorized agent of the Company, as evidenced by the SF-129 on file with the Contracting Officer.
3. The offeror will submit the appropriate number of copies as stated in the table below:

Description	Number of Hard Copies	Number of Diskettes/CD
Technical Proposal 1. 8 ½" x 11" White Paper; 2. One sided-Single spaced, 12 pt font; 3. Proposal to be provided in protected document holder; and 4. Proposal submitted with all capital letters will be returned to offeror without further review.	3 (Original + 2 copies)	1

4. While it is not the desire of the Government to penalize an offeror for noncompliance with formatting instructions, technical evaluators may have difficulty evaluating the technical proposal to the fullest extent possible. Technical evaluators will not be required to search other subsections or sections of the offeror's technical proposal for information requested for evaluation.

Note: All hard copies and diskettes/CD shall be mailed to the Contracting Officer at the address stated in Section II. A.

Technical Proposal Revisions

Changes to an offeror's technical proposal may be submitted based on the Government's Amendments, Clarification Request, pre-award and post-award assessments, or at the request of the offeror. Maintenance of the integrity and clarity of each technical proposal is critical. All technical proposal revisions must meet the following criteria:

1. Any changes to a technical proposal made by the offeror after its initial submittal shall be accomplished by submitted replacement pages or an entire technical proposal package. A

- cover letter must be submitted with the changes identified and an explanation of the need for the change. The offeror shall include the revision date and the appropriate page number(s).
2. Must be submitted in the same number of copies as the initial technical proposal and must have the same information provided on revised diskettes/CD. The revised diskettes/CD should contain only the pages that are being changed. Additional pages should be numbered using a page number suffix (e.g. 1.1, 1.2, 1.a., 1.b).
 3. Submit changes to technical proposals as a complete page change for each page on which a change occurs. Changes from the original page shall be on blue colored paper and the changes in text shall be highlighted or **bolded** and deletions in ~~strikeout~~.

III. ACCEPTANCE OF OFFERS

The USDA will award contracts to offerors deemed eligible and responsible and whose bids conform to the Announcement and the applicable Invitation and whose bids are most advantageous to the Government in terms of, but not limited to, price, quantity needs at the specified destinations, and cost. The USDA requires a minimum acceptance period of 7 calendar days from the acceptance of offers. Acceptance of offers will be made by FAX, filed at Washington, D.C., not later than midnight, local time, the seventh day following the day for receipt of offers. The official time of award is the date and time stamped on the contract faxed from the AMS, LS Program, and CP Branch. Transmission of the contract is the official notice that the contract has been awarded. A notice of award will also be issued in the form of a Food Purchase Report (FPR) posted at the Department's Office of Information, News Division, after **1:00 p.m., Central Time** on the day of acceptance. Information on awards will be available by telephone to bidders and interested parties promptly following the posting of the FPR or electronically through the **USDA, AMS Commodity Procurement Home Page** (see Notice attached). Inquiries may be made to a USDA-AMS Market News office or the Contracting Officer.

Failure to accept an offer will constitute rejection. Filing of the acceptance wire as specified above will result in a binding contract without further action by either party. The actual time of award described herein deviates from 48 C.F.R. 14.408-1.

IV. PROVISIONS OF CONTRACT

The contract consists of Announcement LS-119; the applicable Invitation; applicable TDS-BIS, dated March 2004, or TDS-BUF, dated May 2003, IMPS General Requirements, applicable MGC and ARC Branches' instructions; contractor's or subcontractor's (manufacturer's) technical proposal approved by the Contracting Officer, the AMS audit team's initial report, contractor's offer including SF-129 and Appendix-1; the acceptance by USDA; and USDA-1, and the Federal Acquisition Regulations, 48 CFR Section et seq. The following USDA Articles are excluded: 34, 49, 50, 64(c), and all of Part E.

If the provisions of contract documents are not consistent, the following priority order will prevail: Invitation, Announcement, applicable TDS-BIS or TDS-BUF, IMPS General Requirements, contractor or subcontractor's technical proposal approved by the Contracting Officer, AMS Audit Team's Initial Report, Appendix-1, Federal Acquisition Regulations, and USDA-1.

V. PRODUCT SPECIFICATIONS, CERTIFICATION, AND AUDIT SERVICES

- A. Specifications for bison end products are identified in the Exhibit B, Checklist. If documents are amended, the appropriate amendments must be referenced.

AMS certification agents, under the direction of the LS Program, will perform all examinations and tests as required. AMS agents will conduct all certification services in accordance with the applicable MGC Branch Instruction(s). The cost of all certification and audit services performed by the AMS certification agents must be borne by the contractor. This includes, but is not limited to, examinations, supervision, official documentation, samples for microbiology and fat content analyses, and charges for such analyses.

AMS auditors, under the direction of the LS Program, will perform audit services on the portions of the contractor's approved technical proposal that are not under the control of the AMS certification agent. The frequency of the audits will occur, at a minimum, once per month or when applicable, once per contract.

- B. For certification services (**other than those charges associated with audits**), AMS will pay per diem and travel expenses including travel time involved in transporting the AMS agents from a duty point into the area of a contractor's or subcontractor's plant. However, payment of these charges by USDA will only be made when the services rendered by an AMS agent are directly related to production for specific, outstanding contracts. When the services of the AMS agent are performed for the account of a Subcontractor, the serial contract number in which the product will be used must be declared to the AMS agent. Per diem and travel expenses will be prorated to the contractor for any official services performed by the AMS agent not related to acceptance of USDA-purchased commodities to which these provisions apply. **The cost of all AMS audits, including per diem and travel expenses, must be borne by the contractor or subcontractor.**
- C. All local travel and travel time will be charged to the contractor or subcontractor in accordance with the applicable MGC and ARC Branch instructions and regulations. The regular hourly fee rate and established fees for required laboratory analyses will be charged as applicable.
- D. Questions concerning charges and the availability of AMS auditors should be discussed with the ARC Branch, Washington, D.C. at (202) 720-1124. Questions concerning charges and the availability of AMS agents should be discussed with the Office of Field Operations (OFO), Denver, Colorado at (720) 497-2520.

The full cooperation of all contractors and subcontractors will be required in planning production and shipping schedules to permit maximum effective utilization of AMS agents and to minimize travel and per diem costs. Contractors or subcontractors will be expected to use AMS agents assigned on a full-time basis. In those instances where local operating conditions will not permit them to fully utilize the AMS agent's time each day and on successive days, contractors or subcontractors may be required to enter into a short-term commitment agreement in which they agree to pay for a minimum of 8 hours per day for a specified period of time.

VI. LOSS DUE TO DETERIORATION, SPOILAGE, OR RECALL

A. Loss Due to Deterioration or Spoilage

The contractor shall be held liable for losses due to deterioration or spoilage for which he or she is responsible, which are discovered within 6 months of the date of delivery to USDA, in accordance with the provisions of Article 61 of USDA-1.

B. Liabilities Due to Product Recalled for Health or Safety Risk

In accordance with Article 60 of USDA-1, the contractor shall be held liable for failure of the commodity to meet all of the contract and specifications requirements. In the event product is recalled due to a health or safety risk, the contractor is responsible for removal and replacement of recalled products and reimbursement of State and local costs incurred as a result of the recall, as outlined in the Food and Nutrition Service's (FNS) Commodity Holds and Recall Process (see below). These costs include, at a minimum, storage, transportation, processing, and distribution of the commodities.

If product under contract is delivered to a facility for further processing under contract with a State and the product is recalled, it will be handled in accordance with FNS's Commodity Holds and Recall Process. A copy of this report can be obtained at the following web address:

<http://www.fns.usda.gov/fdd/foodsafety/hold-recallpros.pdf>.

VII. INSPECTION AND CHECKLOADING

Inspection and checkloading as required by Articles 54 and 55 of USDA-1 must be performed by an AMS agent. The contractor will not ship the product before receipt of shipping instructions from the Farm Service Agency (FSA), Kansas City Commodity Office (KCCO) or before the product has been inspected by the AMS agent and found to meet contract specifications.

VIII. SHIPMENT--TRANSFER OF TITLE

A. Shipment Requirements

Shipment must be made in accordance with this Announcement, the applicable Invitation, Articles 56 and 64(b) of USDA-1, and the Notice-to-Deliver (ND) (Form KC-269) issued by KCCO. The contractor must closely follow delivery notification instructions contained in the ND. Such notification of delivery is vital to proper execution of shipment, particularly in cases of minimal transit time.

The contractor must notify State distributing agencies and consignees of shipment. For rail shipment, notification must be made on the day of shipment. For truck shipment, notification of the estimated arrival time should be made as far in advance of delivery as possible. In addition, for truck or piggy-back shipment, the contractor must request and keep scheduled appointments.

Unloading appointments for truck or piggy-back shipment must be requested from the consignee contact party(s) at least 24 hours in advance of delivery. A copy of the original USDA Agricultural Products Acceptance Certificate must accompany each shipment so that it will be easily available to the warehouseman or consignee (as applicable) upon arrival.

B. Tolerances

No tolerance from quantity called for in the shipping instructions (ND) is permitted.

C. Early Delivery Request

Requests for permission to deliver in advance of the "Not-Earlier-Than" date given in the ND must be made to KCCO and approval will be granted if consignee is willing to accept product early and provides to KCCO the assurances required by KCCO of that arrangement.

D. Transfer of Title

Title and risk of loss will pass to USDA on the date of receipt of the product at the destination specified in the contract, as evidenced by suitable dated documentation such as the **commercial bill of lading**, warehouse receipt, dock receipt, or other similar signed and dated document evidencing delivery. If the contractor has the product in storage and transfer of title is requested, title will pass to USDA as evidenced by the commercial bill of lading after final certification of the shipping unit by an AMS agent. The contractor is responsible for any shortage or damages as evidenced by the commercial bill of lading, FNS-57 report, or other commercial receipt evidencing delivery of product.

IX. LIQUIDATED DAMAGES

A. Compensation to Contractor for Late Mailing of Notice-to-Deliver

Liquidated damages for delay in shipment due to late mailing of ND will be payable in accordance with Article 65 of USDA-1 and will be at the rate of 25 cents per hundredweight **net per calendar day**.

B. Compensation to USDA for Delays in Shipment

Timely delivery is important to fulfill the nutritional and dietary needs of persons consuming frozen bison products under the FFPIR and for the efficient and proper administration of these programs. Liquidated damages for **delay in shipment** are payable at the rate of 25 cents per hundredweight net per day in accordance with Article 67 of USDA-1. For purposes of assessing liquidated damages for **delay in shipment**, the date shown on the acceptance certificate is considered to be the date of shipment.

If delays are caused by the AMS laboratory, the following extension in the shipping period will be authorized:

Original Sample:

1. When all production lots included in a **shipping** unit:
 - a. Were produced at least 10 calendar days in advance of the last date to ship without liquidated damages, and
 - b. The results from the AMS laboratory for such samples from these production lots were not made available to the contractor at least 2 business days before the last date to ship without liquidated damages.

Reserve Sample:

2. If all production lots included in a **shipping** unit were produced at least 10 calendar days in advance of the last date to ship without liquidated damages and the contractor elects to use a reserve sample for any production lot, an added extension in shipping time to the last date of notification of AMS laboratory results plus 2 business days will be authorized when the following points are met:
 - a. The reserve sample is mailed within 1 business day after the contractor was notified of results on the original sample (if notification is received on a Saturday, the reserve sample is to be mailed not later than the next business day), and
 - b. The AMS laboratory results for the reserve sample indicates the product is in compliance with specifications.

The Contracting Officer, upon verification of all supporting documentation and information submitted by the contractor, will authorize the extension of the shipping period for that shipping unit to the date when the last results of the analyses of any original samples were reported to the contractor plus 2 business days to allow time for checkloading and final inspection.

FOOTNOTE:

Laboratory analyses of ground bison or buffalo samples are specification requirements. Allowing sufficient time to complete all required original analyses is the responsibility of the contractor.

Appropriate consideration should be given to this factor in submitting offers and planning production schedules so that delays in shipment and resulting liquidated damage assessments can be avoided.

Delays by contractor's lab are the responsibility of the contractor. Extensions as described above do not apply to contractor's lab results.

X. INVOICES AND PAYMENT**A. Shipping Period Contracts**

Invoicing and payment will be handled in accordance with Article 70 of USDA-1. A properly prepared invoice consists of the following:

1. Invoicing as provided for on the ND (Form KC-269) or commercial invoice form;
2. Original USDA Agricultural Products Acceptance Certificate issued at time of shipment; and
3. Commercial Bill of Lading signed by the carrier's agent evidencing quantity shipped and date of shipment.

Any loss in transit will be determined by an Over, Short, or Damage Report (FNS-57) filed by recipient. KCMO will advise contractor of discrepancy and recover loss by setoff from future payments or process a claim.

Contractors performing under a destination shipping period contract are encouraged to instruct carriers to return bills of lading or other commercial receipts signed by recipient agents evidencing the date and quantity of product received to avoid conflicts. If there is a conflict discovered after delivery, the Bill of Lading signed by the recipient representative will prevail unless the discrepancy is due to damage not discernable at time of delivery.

B. Invoice Mailing & Interest

1. The invoice package must be mailed or delivered to Kansas City Management Office (KCMO) at the address listed in Section XI. of the Announcement. The outside of the package should be marked:

**"Prompt Pay Provisions Apply--Meat Product
Attn: Vendor Invoice Payment Section."**

2. Interest will be paid in accordance with the provisions of the Prompt Payment Act, 31 USC 3901 et seq., if payment is made beyond the seventh day after the date of delivery. For payment purposes, the date of delivery will be the receipt date by KCMO of a properly prepared invoice.

C. Electronic Payment

USDA payments must be made directly to a financial banking institution. To receive payments electronically, complete the attached Form SF-3881, ACH Vendor Payment Enrollment Form and submit to the Kansas City Management Office, Commodity Financial Operations Division, Inventory Control Branch; Telephone (816) 926-6988, or access the form via the Internet at: <https://pcsd.usda.gov:3076/finance/>.

USDA will no longer issue a paper copy of the disbursement statement. Complete the attached address information form, which identifies payment disbursement statement address as well as other needed information.

XI. INQUIRIES

Inquiries pertaining to this Solicitation and applicable documents should be directed to:

Contracting Officer, Livestock and Seed Program
USDA, AMS
Stop 0253; Room 2610-S
1400 Independence Ave. SW
Washington, D.C. 20250

Telephone (202) 720-2650

Inquiries concerning **shipping instructions** should be directed to:

Director, Kansas City Commodity Office (KCCO)
Farm Service Agency
U.S. Department of Agriculture
P.O. Box 419205
Kansas City, MO 64141-6205

Telephone: (816) 926-6062

ANNOUNCEMENT LS-119

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Inquiries concerning **payments** should be directed to:

Director, Kansas City Management Office (KCMO)
Farm Service Agency
U.S. Department of Agriculture
P.O. Box 419205
Kansas City, MO 64141-6205

Telephone: (816) 926-6205

/s/ William Sessions (2/23/05)
Acting Deputy Administrator
Livestock and Seed Program
Agricultural Marketing Service

Attachments



United States
Department of
Agriculture

Agricultural
Marketing
Service

Stop 0253-Room 2610-S
1400 Independence Avenue, SW
Washington, DC 20250

EXHIBIT A DATED FEBRUARY 2005
PAGE 1 OF 1

**CHECKLIST AND REFERENCES TO APPLICABLE BID AND CONTRACT PROVISIONS
ANNOUNCEMENT LS-XX FOR FROZEN BISON PRODUCTS**

PRODUCT DESCRIPTION (SECTION I.A. GENERAL)				BID/CONTRACT PROVISIONS					
Product/ Commodity Box Code	Specifications Listed in Priority Order	Commodity Purchase Code	Packaging and Packing	Minimum Delivery Unit Size/Shipping Unit	Tolerance Section VIII. D	Shipping Period Section II.C.; IV and VIII	Federal/State Plants Section I. E. 1	Competition (See invitation)	Payment Section XI
Fine Ground Bison--2-pound package--A634	Technical Data Supplement (TDS) for Frozen Ground Bison, dated March 2004.	19-10-12	2- pound packages packed 40 lbs net weight (18.1 kg) per shipping container	40,000 lbs 1000 cases	None	1 st half / 2 nd half shipping period	Federal Plants Only	Native American bison produces and producer-owned cooperatives	Upon Shipment XI.A.
Fine Ground Buffalo--2- pound package- -A635	Technical Data Supplement (TDS) for Frozen Lean Ground Buffalo, dated May 2003.	19-40-12	2- pound packages packed 40 lbs net weight (18.1 kg) per shipping container	40,000 lbs 1000 cases	None	1 st half / 2 nd half shipping period	Federal Plants Only	Native American bison produces and producer-owned cooperatives	Upon Shipment XI.A.

SAMPLE INVITATION

DATE ISSUED: BISON PRODUCTS, ANNOUNCEMENT LS-119, INVITATION NO. _:

The U.S. Department of Agriculture (USDA) invites offers pursuant to ANNOUNCEMENT LS-119 to sell frozen bison products, for use in the Food Distribution Program for Indians on Reservations(FDPIR). This Invitation is issued for Native American bison producers as well as producer-owned cooperatives of bison ranchers. Purchases will be made on a shipping period basis to cities indicated below. Destination quantities listed are estimates and are subject to adjustment based on offerings, changes in recipient needs, market conditions, and program operations.

Product purchased under this Invitation will be produced according to Announcement LS-119, Exhibit A, dated February 2005; and as specified for each product type. Offeror must also have a technical proposal approved by the Contracting Officer under LS-119.

All offers must be in the format prescribed in LS-119 and be submitted electronically via the Internet. Offers must be received by **1:30 p.m., Central Time**, Friday, ____, 2005. Acceptances will be announced by midnight, Friday, ____, 2005. Shipments are to be made between ____ and ____, 2005.

Offeror must be assigned a Logon ID by USDA to access the site. The internet address is: <https://pcsd.usda.gov:3077/mdbc1000.exe>? Once connected, follow the online procedures. A "HELP" button provides detailed instructions or call 202-720-2650 for assistance.

Inquiries about ANNOUNCEMENT LS-119 or this Invitation should be directed to the Contracting Officer, Livestock and Seed Program; USDA, AMS, Stop 0253-Room 2610-South; 1400 Independence Avenue, SW; Washington, D.C. 20250-0253 Telephone: 202/720-2650.

ANNOUNCEMENT	:	LS-119
INVITATION	:	100
COMM GROUP	:	19 RED MEAT-VARIED TYPES
COMM TYPE	:	10 BISON, GROUND, FROZEN
PACK SIZE	:	12 20/2 LB PKGS

ITEM NO.	CITY	DESTINATION STATE	TRANS RESTR	QUANTITY (LBS)
----------	------	-------------------	-------------	----------------

DELIVERY PERIOD 03/01/05-03/15/05

001	VANDIVER	AL		80,000
002	DURAND	GA	TRUCK ONLY	360,000
003	PALMDALE	FL		160,000
004	BELLEVUE	OH		120,000
005	KALKASKA	MI		400,000
006	ROSCOE	TX		360,000
007	TOLLVILLE	AR		400,000

TOTAL QUANTITY FOR COMMODITY TYPE	1,880,000
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TOTAL QUANTITY FOR INVITATION	1,880,000
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CONTRACTING OFFICER

10. If additional space is needed, attach separate list of USDA commodities which you intend to offer.

INSTRUCTIONS

Persons or concerns wishing to be added to a particular agency's bidder's mailing list for supplies or services shall file this properly completed Solicitation Mailing List Application, together with such other lists as may be attached to this application form, with each procurement office of the Federal agency with which they desire to do business. If a Federal agency has attached a Supplemental Commodity list with instructions, complete the application as instructed. Otherwise, identify in Item 10 the equipment, supplies, and/or services on which you desire to bid. (Provide Federal Supply Class or Standard Industrial Classification codes, if available.) The application shall be submitted and signed by the principal as distinguished from an agent, however constituted.

After placement on the bidder's mailing list of an agency, your failure to respond (submission of bid, or notice in writing, that you are unable to bid on that particular transaction but wish to remain on the active bidder's mailing list for that particular item) to solicitations will be understood by the agency to indicate lack of interest and concurrence in the removal of your name from the purchasing activity's solicitation mailing for items concerned.

SIZE OF BUSINESS DEFINITIONS (See Item 11A.)

a. Small business concern - A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is competing for Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or the other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

b. Affiliates - Business concerns are affiliates of each other when either directly or indirectly (i) one concern controls or has the power to control the other, or (ii) a third party controls or has the power to control both. In determining whether concerns are independently owned and operated and whether or not affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationship. (See Items 8 and 11A.)

c. Number of employees - (Item 11B) In connection with the determination of small business status, "number of employees" means the average employment of any concern, including the employees of its domestic and foreign affiliates, based on the number of persons employed on a full-time, part-time, temporary or other basis during each of the pay periods of the preceding 12 months. If a concern has not been in existence for 12 months, "number of employees" means the average employment of such concern and its affiliates during the period that such concern has been in existence based on the number of persons employed during each of the pay periods of the period that such concern has been in business.

TYPE OF OWNERSHIP DEFINITIONS (See Item 12.)

a. "Disadvantaged business concern" - means any business concern (1) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals.

b. "Women-owned business" - means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

TYPE OF BUSINESS DEFINITIONS (See Item 13.)

a. "Manufacturer or producer" - means a person (or concern) owning, operating, or maintaining a store, warehouse, or other establishment that produces, on the premises, the materials, supplies, articles or equipment of the general character of those listed in Item 10, or in the Federal Agency's Supplemental Commodity List, if attached.

b. "Service establishment" - means a concern (or person) which owns, operates, or maintains any type of business which is principally engaged in the furnishing of nonpersonal services, such as (but not limited to) repairing, cleaning, redecorating, or rental of personal property, including the furnishing of necessary repair parts or other supplies as a part of the services performed.

- **COMMERCE BUSINESS DAILY** - The Commerce Business Daily, published by the Department of Commerce, contains information concerning proposed procurements, sales, and contract awards. For further information concerning this publication, contact your local Commerce Field Office.

SAMPLE OFFER ELECTRONICALLY SUBMITTED

Submitted at: 06/13/2005 - 10:19:19 am Central Time

Bob's Meat Co.
22 MAIN STREET
Faith, SD 57626

LS-119/100, FROZEN BISON

Authorized Changes and Comments						
Date		Time	USDA ID	Comments		
Plant 01- Bob's Meat Co, 22 Main Street, Faith, SD						
Shipping Point 01-Bob's Bison Co., 22 Main Street, Faith, SD						
FROZEN, GROUND BISON						
Line Item	Pack Size	Destination	Delivery Period	Est LBS	Price/LBS	Tran Mode
001	20/2 lb Ctn	VANDIVER, AL	07/01/2005 – 07/15/2005	80,000	1.8687	Truck
002	20/2 lb Ctn	DURAND, GA	07/01/2005 – 07/15/2005	40,000	1.8686	Truck
003	20/2 lb Ctn	PALMDALE, FL	07/01/2005 – 07/15/2005	40,000	1.8885	Truck

High Bid Price: 1.8885 Line Item: 003

Low Bid Price: 1.8687 Line Item: 001

Sum of Bid Prices: 3.7572

Constraints				
Const #	Max Qty	Plant Location	Shipping Period	Product
1	3	01- John James Bison Co	07/01/2005 - 07/15/2005	BISON, GROUND, FROZEN; 20/2 LB
Certifications				
For this bid your company is designated as: SMALL BUSINESS				
Question				Answer
01) By submitting this bid, Offeror certifies it HAS read and DOES agree to the terms of LS-119, Appendix-1, Inv. 100, Exhibit A, dated February 2005, IMPS General Requirements; Contractor's Technical Proposal approved by the Contracting Officer; AMS audit team's initial report; USDA 1, Rev. 2, and Amds 1, 2, 3, and 4 (Both boxes must be selected)				HAS DOES
02A) Annual Representations, Certifications and Warranties (Appendix 1) submitted to the Contracting Officer are current, accurate, and complete. Submitted to Contracting Officer (mm/dd/yyyy)				05/30/2005
02B) If Appendix HAS been amended, enter date amended or N/A.				N/A
03) Offeror certifies that the company has completed the Online Representations and Certifications Application (ORCA) on (mm/dd/yyyy).				08/29/2005
04) Offeror certifies that the SF-129 on file with the Contracting Officer is accurate and part of this offer.				DOES
05) All product required under existing USDA contract(s) or subcontract(s) with a Not-Later-Than-Date prior to this bid opening HAS been shipped.				NO EXISTING CONTRACTS
06) By submitting this bid, offeror certifies that all product conforms with the applicable TDS-BIS, dates March 2004, or TDS-BUF, dated May 2003 and no changes to the production process or technical proposal have occurred without proper approval by the Contracting Officer.				DOES
07) Show name, title, fax number, and phone number of person submitting this bid (must be an authorized company representative).				Robert Kaufmann, President Fax 605-538-8333 Phone 605-538-1715

SAMPLE OFFER WIRE OR LETTER

Format to follow only in the event an Offeror's ISP is unavailable at the time of bid closing.

NOTE: Bids are to be faxed ONLY if electronic bid submission due to USDA system failure or company's ISP is unavailable. Offerors MUST contact the Contracting Officer prior to faxing offers.

The following example shows how offer wires or letters may be submitted giving all essential details in the briefest possible manner. Basic to this procedure is a number identification with each line item of information required in the offer (See format in Section II E of Announcement LS-119).

Address to: Contracting Officer, Livestock and Seed Program
USDA, AMS
Stop 0253 Room 2610 South Building
1400 Independence Avenue SW
Washington, D.C. 20250-0253
Telephone: 202-720-2650

Section 1, General

- | | |
|------------------------------|---------------------------|
| 1. Bob's Meat Company | TEL. 605-733-2121 |
| 22 Main Street | |
| (P.O. Box 123) | |
| Mobridge, South Dakota 57601 | |
| | |
| 2. LS-119/100 | |
| | |
| 3. Plant | Shipping Point |
| Bob's Meat Co. | Bob's Meat Co. |
| 224 Main Street | 224 Main Street |
| Faith, South Dakota 57626 | Faith, South Dakota 57626 |

Section 2, Offer Form

- | | |
|---------------------------|----------------------|
| 1. | ALTERNATE FORMAT |
| (1) Vandiver, AL \$1.8687 | (1) \$1.8687 per lb. |
| (2) Durand, GA \$1.8686 | (2) \$1.8686 per lb. |
| (3) Pamdale, FL \$1.8685 | (3) \$1.8885 per lb. |

Section 3, Constraints

- | | |
|---|------------------------|
| 1. Maximum to be awarded | Shipping Period |
| 3 offer units, 120,000 pounds (20/2 lb. packages) between _____ and _____ | |

Section 4, Certifications

1. Small Business
2. HAS
DOES
3. (a) 8/30/2005 (date Appendix 1 was signed by Offeror) (b) N/A
4. 08/29/2005
5. DOES
6. NO EXISTING CONTRACTS
7. DOES
8. *Robert Kaufmann*
Robert Kauffman, Sales Mgr, FAX 705-347-8333, TEL. 705-347-1715
(SIGNATURE REQUIRED)

**PLANNED PURCHASE SCHEDULE
2005-06**

INV NO	COMMODITY TYPE	BID OPENING	AWARD DATE (NLT)	AMS SHIPPING PERIOD		
1	BISON\BUFFALO	03/04	03/11	04/16	-	04/30
2	BISON\BUFFALO	03/18	03/25	05/16	- -	05/31
3	BISON\BUFFALO	06/03	06/10	07/16	- -	07/31
4	BISON\BUFFALO	07/01	07/08	08/16	- -	08/31
5	BISON\BUFFALO	08/05	08/12	09/16	- -	09/30

NOTE: The above purchase schedule is for informational purposes only. USDA may change this schedule or cease purchases depending on market or funding considerations. Bidders are cautioned to refer to the applicable Invitation prior to submitting offers.

[Company Name]

[Company Address]

Technical Proposal for: [Announcement Number] and [Specification]

Table of Contents (all pages and attachments must be number and identified—any attachments must be identified and referenced in the Technical Proposal)

The technical proposal should include all phases of production that meets or exceeds the requirements stated in the specification to produce complying product.

I. SCOPE

Brief Description of what the company plans to do to meet the requirements stated in the applicable specification (including the applicable documents).

II. APPLICABLE DOCUMENTS

III. CHECKLIST OF REQUIREMENTS

A. ITEMS - Please provide a brief description of the product that will be addressed in the technical proposal.

B. MATERIAL – Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the material section of the specification.

1. Domestic Origin – (plan, do, check, act)
2. Slaughter Requirements – (plan, do, check, act)
 - a) Non-ambulatory cattle
 - b) Mechanically separated
 - c) Stunning Process
 - d) Pathogen Intervention Steps
 - e) Carcass Testing
 - f) Spinal Cord Removal
3. Boneless Bison Traceability (plan, do, check, act)

C. PROCESSING - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the processing section of the specification.

1. Grinding and Blending – (plan, do, check, act)
 - a) Ground Bison
 - b) Ground Buffalo
2. Bone Collector/Extruder Systems – (plan, do, check, act)
3. Metal Detection – (plan, do, check, act)

- D. STATE OF REFRIGERATION - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the State of Refrigeration section of the specification.**
- E. FAT LIMITATIONS - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the Fat Limitations section of the specification.**
- 1. Sampling and Testing – (plan, do, check, act)**
- F. PREPARATION FOR DELIVERY - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the Preparation for Delivery section of the specification.**
- 1. Packaging and Packing – (plan, do, check, act)**
 - a) Ground Bison (Product Code A634)**
 - b) Ground Buffalo (Product Code A635)**
 - c) Style and Size of Shipping Containers**
 - d) Net Weight**
 - 2. Closure – (plan, do, check, act) - Shipping containers**
 - 3. Marking of Containers – (plan, do, check, act)**
 - a) Ground Bison, 2- Pound Package Labels**
 - b) Ground Buffalo, 2- Pound Package Labels**
 - c) Shipping Containers**
- All labeling shall be illustrated in the Offeror's technical proposal.**
- 4. Palletized Unit Loads**
 - 5. Delivery Unit**
- G. USDA QUALITY ASSURANCE - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the USDA Quality Assurance section of the specification.**
- 1. Warranty and Complaint Resolution - (plan, do, check, act)**



United States
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STOP 0253-Room 2610-S
1400 Independence Ave. S.W.
Washington, D.C. 20250

NOTICE

**AGRICULTURAL MARKETING SERVICE
FOOD PURCHASE INFORMATION ON THE INTERNET**

Suppliers and Recipients of Food Products purchased by the Department of Agriculture's Agricultural Marketing Service (AMS), an agency in the Marketing and Regulatory mission area, can access information on purchases and offers via the Internet.

USDA HOME PAGE:

[HTTP://WWW.USDA.GOV](http://www.usda.gov)

AMS HOME PAGE:

[HTTP://WWW.AMS.USDA.GOV](http://www.ams.usda.gov)

AMS COMMODITY PROCUREMENT HOME PAGE:

[HTTP://WWW.AMS.USDA.GOV/CP](http://www.ams.usda.gov/cp)

Browser Requirements For DEBES

Netscape 4.07 or above
Internet Explorer 5.0 or above

The browser must be capable of handling 128 bit encryption. To determine this:

In IE, go to **Help/About Internet Explorer**. The display will show:

Cipher Strength: 128-bit

If it does not, you will need to download a new version of the browser from Microsoft at

<http://www.microsoft.com>.

In Netscape, go to **Help/About Communicator**. The display will show:

**This version supports U.S. security with
RSA Public Key Cryptography, MD2, MD5,
RC2-CBC, RC4, DES-CBC,
DES-EDE3-CBC.**

If it does not, you can download a new version of the browser from Netscape at

<http://home.netscape.com/download/index.html?cp=djucc4>.

Choose the 128 bit Strong Encryption* version for your download.

The **Vendor Practice** site URL address is:

<https://pcsd.usda.gov:3050/mdbc1000.exe?>

The **Production** site URL address is:

<https://pcsd.usda.gov:3077/mdbc1000.exe?>

Proxy Servers

* Most connection problems are the result of improper browser version, not using 128 bit encryption, and connecting through your corporate proxy server. The proxy server must be set up to allow HTTPS protocol through the appropriate port; Vendor Practice is port 3050 and Production is port 3077.

LIVESTOCK AND SEED PROGRAM**VENDOR REQUEST FOR LOGON IDENTIFICATION (ID) AND PASSWORD
DOMESTIC ELECTRONIC BID ENTRY SYSTEM (DEBES)****COMPANY INFORMATION:**

COMPANY NAME		
Street Address		
City	State	Zip Code
Person to receive Vendor ID and password		
Method to receive Vendor ID and password: (Complete one)		
Telephone: _____		
Fax: _____		
E-Mail: _____		
Assign 5-8 digit alpha/numeric personal identification number (PIN) for company: _____ (This code will be used as verification by USDA when assigning or resetting a password)		
NAME AND TITLE OF PERSON REQUESTING LOGON ID: (Must be authorized on SF-129 to sign bids)		
Name _____ Title _____		
Signature _____ Date _____		

TO BE COMPLETED BY USDA:

VENDOR LOGON ID: (“A” and 6 digits)	PASSWORD: (must be changed at first DEBES logon):
Notified: _____ Date: _____ (Company Representative)	
USDA Marketing Specialist:	Date:

**PLEASE FAX TO: Contracting Officer, Commodity Procurement Branch, LS Programs (202) 720-9538
FOR INFORMATION CALL (202) 720-2650**

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**OMB No. 1510-0056
Expiration Date 01/31/2000

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY: United States Department of Agriculture - Commodity Credit Corporation		
AGENCY IDENTIFIER: USDA-FSA-KCMO	AGENCY LOCATION CODE (ALC): 0000-4992-2	ACH FORMAT: <input checked="" type="checkbox"/> CCD+ <input type="checkbox"/> CTX <input type="checkbox"/> CTP DO NOT COMPLETE THIS
ADDRESS: Attn: ACH Disbursements P. O. Box 419205 Kansas City, Missouri 64141-6205		
CONTACT PERSON NAME: Bob Glenn		TELEPHONE NUMBER: (816) 926-6988
ADDITIONAL INFORMATION: FAX Number: 816-823-1364		

PAYEE/COMPANY INFORMATION

NAME:	SSN NO. OR TAXPAYER ID NO.:
MAILING ADDRESS:	ENTITY/MASTER-CONTRACT CODE (If known) (Attach sheet if more space needed):
DISBURSEMENT STATEMENT MAILING ADDRESS (If different from above):	
CONTACT PERSON NAME:	TELEPHONE NUMBER: ()
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:	

FINANCIAL INSTITUTION INFORMATION

NAME:	
ADDRESS:	
ACH COORDINATOR NAME:	TELEPHONE NUMBER: ()
NINE-DIGIT ROUTING TRANSIT NUMBER _ _ _ _ _	
DEPOSITOR ACCOUNT TITLE:	
DEPOSITOR ACCOUNT NUMBER:	LOCKBOX NUMBER:
TYPE OF ACCOUNT: <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL (Could be the same as ACH Coordinator):	TELEPHONE NUMBER: ()

INSTRUCTIONS FOR COMPLETING SF-3881 FORM

1. Agency Information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee/Company Information Section - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

BURDEN ESTIMATE STATEMENT

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East-West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.



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STOP 0253-Room 2610-South
1400 Independence Avenue, S.W.
Washington, DC 20250-0253

ADDRESS INFORMATION FOR AMS COMMODITY PURCHASE PROGRAM

Vendor Name and Address: Contracts will be awarded and mailed to address provided.	Company Name:	
	Contact:	
	Address-Street:	
	Address-P.O. Box:	
	City, State, Zip:	
	Fed. Meat Insp. Est. No. Or State Insp. No. as appropriate:	
	Phone:	Fax:
Payment Disbursement Statement address: Payments to Vendors must be made electronically. To set up electronic transfer, contact the Kansas City Mgmt. Office (816/926-6988) <input type="checkbox"/> ACH <input type="checkbox"/> In Process	Company Name:	
	Contact:	
	Address-Street:	
	Address-P.O. Box:	
	City, State, Zip:	
	Phone:	
	Taxpayer Identification No. (TIN #)	
Plant Address: If Vendor address is same for plant, write "Same". If multiple plants, attach additional pages.	Company Name:	
	Contact:	
	Address-Street:	
	Address-P.O. Box:	
	City, State, Zip:	
	Phone:	
Plant's Shipping Point Address: If Plant address is same for shipping, write "Same". If multiple shipping points, attach additional pages.	Company Name:	
	Contact:	
	Address-Street:	
	Address-P.O. Box:	
	City, State, Zip:	
	Phone:	
Notice to Deliver Address:	Company Name:	
	Contact:	
	Address-Street:	
	Address-P.O. Box:	
	City, State, Zip:	
	Phone:	

Signature & Title (Authorized Company Representative)

Date

PLEASE RETURN THIS FORM PRIOR TO SUBMITTING A BID

Send by FAX to Contracting Officer, Livestock & Seed Program, AMS, USDA; 202/720-9538

SOLICITATION MAILING LIST APPLICATION				1. TYPE OF APPLICATION <input type="checkbox"/> INITIAL <input type="checkbox"/> REVISION		2. DATE		OMB No.: 9000-0002 Expires: 10/31/97	
NOTE: Please complete all items on this form. Insert N/A in items not applicable. See reverse for instruction. Public reporting burden for this collection of information is estimated to average .58 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.									
3. SUBMIT TO	a. FEDERAL AGENCY'S NAME				4. APPLICANT	a. NAME FI Est. #			
	b. STREET ADDRESS					b. STREET ADDRESS		c. COUNTY	
	c. CITY		d. STATE	e. ZIP CODE		d. CITY		e. STATE	f. ZIP CODE
5. TYPE OF ORGANIZATION (Check one)					6. ADDRESS TO WHICH SOLICITATIONS ARE TO BE MAILED (If different than item 4)				
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> NON-PROFIT ORGANIZATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION, INCORPORATED UNDER THE LAWS OF THE STATE OF:					a. STREET ADDRESS b. COUNTY c. CITY d. STATE e. ZIP CODE				
7. NAMES OF OFFICERS, OWNERS, OR PARTNERS									
a. PRESIDENT			b. VICE PRESIDENT			c. SECRETARY			
d. TREASURER			e. OWNERS OR PARTNERS						
8. AFFILIATES OF APPLICANT									
NAME			LOCATION			NATURE OF AFFILIATION			
9. PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS IN YOUR NAME (Indicate if agent)									
NAME			OFFICIAL CAPACITY			TELEPHONE NUMBER			
						AREA CODE		NUMBER	
10. IDENTIFY EQUIPMENT, SUPPLIES, AND/OR SERVICES ON WHICH YOU DESIRE TO MAKE AN OFFER (See attached Federal Agency's supplemental listing and instruction, if any)									
11a. SIZE OF BUSINESS (See definitions on reverse)			11b. AVERAGE NUMBER OF EMPLOYEES (Including affiliates) FOR FOUR PRECEDING CALENDAR QUARTERS			11c. AVERAGE ANNUAL SALES OR RECEIPTS FOR PRECEDING THREE FISCAL YEARS			
<input type="checkbox"/> SMALL BUSINESS (If checked, complete items 11B and 11C) <input type="checkbox"/> OTHER THAN SMALL BUSINESS						\$			
12. TYPE OF OWNERSHIP (See definitions on reverse) (Not applicable for other than small businesses)			13. TYPE OF BUSINESS (See definitions on reverse)						
<input type="checkbox"/> DISADVANTAGED BUSINESS <input type="checkbox"/> WOMAN-OWNED BUSINESS			<input type="checkbox"/> MANUFACTURER OR PRODUCER <input type="checkbox"/> CONSTRUCTION CONCERN <input type="checkbox"/> SURPLUS DEALER <input type="checkbox"/> SERVICE ESTABLISHMENT <input type="checkbox"/> RESEARCH AND DEVELOPMENT						
14. DUNS NO. (If available)			TIN #			15. HOW LONG IN PRESENT BUSINESS?			
16. FLOORSPACE (Square Feet/M ²)					17. NET WORTH				
a. MANUFACTURING			b. WAREHOUSE		a. DATE		b. AMOUNT		
							\$		
18. SECURITY CLEARANCE (If applicable, check highest clearance authorized)									
FOR		TOP SECRET	SECRET	CONFIDENTIAL	c. NAMES OF AGENCIES GRANTING SECURITY CLEARANCES			d. DATES GRANTED	
a. KEY PERSONNEL									
b. PLANT ONLY									
19a. NAME OF PERSON AUTHORIZED TO SIGN (Type or print)					20. SIGNATURE			21. DATE SIGNED	
19b. TITLE OF PERSON AUTHORIZED TO SIGN (Type or print)									

INCLUDE ADDITIONAL INFORMATION AS SPECIFIED ON PAGE 3 OF ANNOUNCEMENT LS-XX

INSTRUCTIONS

Persons or concerns wishing to be added to a particular agency's bidder's mailing list for supplies or services shall file this properly completed Solicitation Mailing List Application, together with such other lists as may be attached to this application form, with each procurement office of the Federal agency with which they desire to do business. If a Federal agency has attached a Supplemental Commodity list with instructions, complete the application as instructed. Otherwise, identify in Item 10 the equipment, supplies, and/or services on which you desire to bid. (Provide Federal Supply Class or Standard Industrial Classification codes, if available.) The application shall be submitted and signed by the principal as distinguished from an agent, however constituted.

After placement on the bidder's mailing list of an agency, your failure to respond (submission of bid, or notice in writing, that you are unable to bid on that particular transaction but wish to remain on the active bidder's mailing list for that particular item) to solicitations will be understood by the agency to indicate lack of interest and concurrence in the removal of your name from the purchasing activity's solicitation mailing for items concerned.

SIZE OF BUSINESS DEFINITIONS (See Item 11A.)

a. Small business concern - A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is competing for Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or the other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

b. Affiliates - Business concerns are affiliates of each other when either directly or indirectly (i) one concern controls or has the power to control the other, or (ii) a third party controls or has the power to control both. In determining whether concerns are independently owned and operated and whether or not affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationship. (See Items 8 and 11A.)

c. Number of employees - (Item 11B) In connection with the determination of small business status, "number of employees" means the average employment of any concern, including the employees of its domestic and foreign affiliates, based on the number of persons employed on a full-time, part-time, temporary or other basis during each of the pay periods of the preceding 12 months. If a concern has not been in existence for 12 months, "number of employees" means the average employment of such concern and its affiliates during the period that such concern has been in existence based on the number of persons employed during each of the pay periods of the period that such concern has been in business.

TYPE OF OWNERSHIP DEFINITIONS (See Item 12.)

a. "Disadvantaged business concern" - means any business concern (1) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals.

b. "Women-owned business" - means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

TYPE OF BUSINESS DEFINITIONS (See Item 13.)

a. "Manufacturer or producer" - means a person (or concern) owning, operating, or maintaining a store, warehouse, or other establishment that produces, on the premises, the materials, supplies, articles or equipment of the general character of those listed in Item 10, or in the Federal Agency's Supplemental Commodity List, if attached.

b. "Service establishment" - means a concern (or person) which owns, operates, or maintains any type of business which is principally engaged in the furnishing of nonpersonal services, such as (but not limited to) repairing, cleaning, redecorating, or rental of personal property, including the furnishing of necessary repair parts or other supplies as a part of the services performed.

- **COMMERCE BUSINESS DAILY** - The Commerce Business Daily, published by the Department of Commerce, contains information concerning proposed procurements, sales, and contract awards. For further information concerning this publication, contact your local Commerce Field Office.